

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

AIHONG SHAO,

Plaintiff,

v.

NEW WORLD TECHNOLOGIES & INNOVATIONS
LLC, JULIET ZHANG a/k/a JULIET LUO and HONG
LUO, CAERVISION CORP., CAERVISION
TECHNOLOGY CENTERS INC.,

Defendants.

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: 3:15-cv-246 (KRG)
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MOTION FOR CLERK'S ENTRY OF DEFAULT AND DEFAULT JUDGMENT

Plaintiff Aihong Shao, pursuant to Rule 55 of the Federal Rules of Civil Procedure, hereby moves for Clerk's entry of a default and default judgment on the basis that (a) the docket demonstrates there has been a failure to plead or otherwise defend; and (b) Counts I, II, and III of the Complaint are for a sum certain, and prejudgment interest on each of these Counts can be made certain by computation.

The docket shows (a) the Complaint was filed on September 24, 2015; (b) Waivers of the Service of Summons, each signed on November 3, 2015 by defendants' attorney, were filed on November 4, 2015; (c) the Waivers of the Service of Summons show Defendants were obligated to respond to the Complaint within 60 days of September 28, 2015, *i.e.*, by November 27, 2015; (d) the Defendants have failed to plead or otherwise defend.

Count I of the Complaint asserts a breach of contract claim for \$500,000 against defendants New World Technologies & Innovations, LLC, CaerVision Corp., and CaerVision Technology Centers Inc. *See* Complaint ¶¶ 111-14. The breach of contract accrued on September 18, 2014. *See* Complaint ¶ 112. Plaintiff is entitled to prejudgment interest at 6%, compounded quarterly, for the period from September 18, 2014 through January 8, 2016, which equals \$40,479.88 as shown by the following calculation:

Period	Principal	Calculation	Period's Interest
09.18.14 - 09.30.14	500,000.00	$500,000.00 \times .06 \times (12/365)$	986.30
10.01.14 - 12.31.14	500,986.30	$500,986.30 \times .06 \times (92/365)$	7,576.56
01.01.15 - 03.31.15	508,562.86	$508,562.86 \times .06 \times (90/365)$	7,523.94
04.01.15 - 06.30.15	516,086.80	$516,086.80 \times .06 \times (91/365)$	7,720.09
07.01.15 - 09.30.15	523,806.89	$523,806.89 \times .06 \times (92/365)$	7,921.68
10.31.15 - 12.31.15	531,728.57	$531,728.57 \times .06 \times (92/365)$	8,041.48
01.01.16 - 01.08.16	539,770.05	$539,770.05 \times .06 \times (8/365)$	<u>709.83</u>
Total			40,479.88

Count II of the Complaint asserts a breach of contract claim against defendants Juliet Zhang, CaerVision Corp., and CaerVision Technology Centers Inc. for \$500,000. *See* Complaint ¶¶ 115-20. This claim arises from a guarantee in the event there is a breach of the contract giving rise to Count I of the Complaint. *See* Complaint ¶¶ 25-26, 32-36. This breach of contract accrued as to Juliet Zhang on January 13, 2014, *see* Complaint ¶ 120; and as to CaerVision Corp. and CaerVision Technology Centers Inc. on September 18, 2014. *See* Complaint ¶ 112. Plaintiff is entitled to prejudgment interest in at least same amount of \$40,479.88 as for Count I.

Count III of the Complaint asserts a breach of contract claim against defendant Juliet Zhang for \$20,000. *See* Complaint ¶¶ 121-24. The breach of contract accrued on February 4, 2014. *See* Complaint ¶ 80. Plaintiff is entitled to prejudgment interest at 6%, compounded quarterly, for the period from February 4, 2014 through January 8, 2016, which equals \$2,436.28 as shown by the following calculation:

Period	Principal	Calculation	Period's Interest
02.04.14 - 03.31.14	20,000.00	$20,000.00 \times .06 \times (56/365)$	184.11
04.01.14 - 06.30.14	20,184.11	$20,184.11 \times .06 \times (91/365)$	301.93
07.01.14 - 09.30.14	20,486.04	$20,486.04 \times .06 \times (92/365)$	309.82
10.01.14 - 12.31.14	20,795.86	$20,795.86 \times .06 \times (92/365)$	314.50
01.01.15 - 03.31.15	21,110.36	$21,110.36 \times .06 \times (90/365)$	312.32
04.01.15 - 06.30.15	21,423.68	$21,423.68 \times .06 \times (91/365)$	320.47
07.01.15 - 09.30.15	21,744.15	$21,744.15 \times .06 \times (92/365)$	328.84
10.31.15 - 12.31.15	22,072.99	$22,072.99 \times .06 \times (92/365)$	333.82
01.01.16 - 01.08.16	22,406.81	$22,406.81 \times .06 \times (8/365)$	<u>29.47</u>
Total			2,436.28

Accordingly, default judgment should be entered in favor of Plaintiff Aihong Shao and against defendant New World Technologies & Innovations, LLC in the amount of \$540,479.88;

defendant Juliet Zhang in the amount of \$562,916.16 (540,479.88 + 22,436.28); defendant CaerVision Corp. in the amount of \$540,479.88; and defendant CaerVision Technology Centers Inc. in the amount of \$540,479.88.

Dated: January 8, 2016

GREGG H. KANTER LAW OFFICE LLC

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CERTIFICATE OF SERVICE

Plaintiff Aihong Shao's Motion for Clerk's Entry of Default and Default Judgment has been filed electronically with the Court's ECF system. Defendants New World Technologies & Innovations, LLC, Juliet Zhang, CaerVision Corp., CaerVision Technology Centers Inc. have not appeared in this action. Rule 5(a)(2) of the Federal Rules of Civil Procedure provides that Plaintiff is not obligated to serve the foregoing Motion for Clerk's Entry of Default and Default Judgment.

Dated: January 8, 2016

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